

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
1-800-Toilets, Inc.		06/29/2006	CORPORATION: FLORIDA
United Site Services, Inc.		06/29/2006	CORPORATION: MASSACHUSETTS
Handy House, Inc.		06/29/2006	CORPORATION: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
Name:	Credit Suisse, Cayman Islands Branch		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank:		
<b>PROPERTY NUMBERS Total: 12</b>			
Property Type	Number	Word Mark	
Registration Number:	2053642	1-800-TOILETS	
Registration Number:	2489123	UNITED SITE SERVICES	
Registration Number:	2141748	HANDY HOUSE	
Registration Number:	2270111		
Registration Number:	2954364	UNITED SITE SERVICES	
Registration Number:	2954365	UNITED SITE SERVICES	
Registration Number:	2954366	UNITED SITE SERVICES	
Registration Number:	2963696	1-800-TOILETS	
Serial Number:	76561655	UNITED SITE SERVICES	
Serial Number:	76561654	UNITED SITE SERVICES	
Serial Number:	78680259	UNITED SITE SERVICES WWW.UNITEDSITESERVICES.COM	
Serial Number:	76589061	1-888-TOILETS	

CH \$315.00 2053642

900052763

**TRADEMARK**  
 REEL: 003344 FRAME: 0393

**CORRESPONDENCE DATA**

Fax Number: (866)459-2899

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 202-783-2700

Email: Oleh.Hereliuk@federalresearch.com

Correspondent Name: CBC Companies dba Federal Research

Address Line 1: 1023 Fifteenth Street, NW, Ste 401

Address Line 2: attn: Oleh Hereliuk

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	362940
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	07/10/2006

**Total Attachments: 12**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 29, 2006 (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of Credit Suisse, Cayman Islands Branch ("Credit Suisse"), as collateral agent (in such capacity and together with its successors, the "Collateral Agent") for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

Reference is made to (a) the Revolving Credit Agreement dated as of June 29, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Revolving Credit Agreement"), among USS Intermediate, Inc., a Delaware corporation ("Holdings"), United Site Services, Inc., a Massachusetts corporation (the "Borrower"), the lenders party thereto (the "RC Lenders"), Credit Suisse, as administrative agent for the RC Lenders and as Collateral Agent and (b) the Term Loan Credit Agreement dated as of June 29, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "TL Credit Agreement" and, together with the Revolving Credit Agreement, the "Credit Agreements"), among USS Intermediate, Inc., a Delaware corporation ("Holdings"), the Borrower, the lenders party thereto (the "TL Lenders" and, together with the RC Lenders, the "Lenders"), Credit Suisse, as administrative agent for the TL Lenders and as Collateral Agent. Capitalized terms used and not defined herein have the meanings given such terms in the Revolving Credit Agreement as in effect on the date hereof.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreements that the Grantors shall have executed and delivered that certain Guarantee, Collateral and Intercreditor Agreement, dated as of June 29, 2006, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement").

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a first priority security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral

security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) (i) all trademarks, service marks, trade names, corporate names, company names, business names, trade dress, trade styles, logos, or other indicia of origin or source identification, trademark and service mark registrations, and applications for trademark or service mark registrations and any new renewals thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each of the above (collectively, the "Trademarks");

(b) (i) all patents, patent applications and patentable inventions, including, without limitation, each issued patent and patent application identified in Schedule 1, (ii) all inventions and improvements described and claimed therein, (iii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(c) (i) all copyrights, whether or not the underlying works of authorship have been published, including, but not limited to copyrights in software and databases all Mask Works (as defined in 17 U.S.C. 901 of the Copyright Act) and all works of authorship and other intellectual property rights therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right, title and interest to make and exploit all derivative works based on or adopted from works covered by such copyrights, and all copyright registrations and copyright applications, mask works and mask work applications, and any renewals or extensions thereof, including, without limitation, each registration and application identified in Schedule 1, (ii) the rights to print, publish and distribute any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (iv) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (v) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto ("Copyrights");

(d) (i) all licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (A) any right to use any Trademark, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Schedule 1, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; and

(e) any and all proceeds of the foregoing;

provided that the Intellectual Property Collateral shall not include (i) any application to register Trademarks in the U.S. Patent and Trademark Office based upon Grantor's "intent to use" such Trademark (but only if the grant of security interest to such intent-to-use Trademark violates 15 U.S.C. § 1060(a)) unless and until a "Statement of Use" or "Amendment to Allege Use" is filed in the U.S. Patent and Trademark Office with respect thereto, at which point the Intellectual Property Collateral shall include, and the security interest granted hereunder shall attach to, such application or (ii) any lease, license, contract, property right or agreement to which any Grantor is a party or any of its rights or interests thereunder if and only for so long as the grant of a security interest hereunder shall constitute or result in a breach, termination or default under any such lease, license, contract, property right or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC of any relevant jurisdiction or any other applicable law or principles of equity) (an "Excluded Asset"); provided, however, that any portion of any such lease, license, contract, property right or agreement shall cease to constitute an Excluded Asset pursuant to this clause at the time and to the extent that the grant of a security interest therein does not result in any of the consequences specified above.

SECTION 2. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

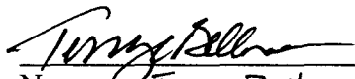
SECTION 3. Execution in Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Intellectual Property Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreements. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement and the Credit Agreements, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or either Credit Agreement, the provisions of the Guarantee and Collateral Agreement or such Credit Agreement shall govern.

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

HANDY HOUSE, INC.

By:   
Name: Terry Bellora  
Title: President and CEO

State of New York

County of New York

June 29, 2006

Then personally appeared the above named Terry Bellora, as President and CEO of HANDY HOUSE, INC., and acknowledged the foregoing instrument to be her free act and deed as President and CEO of HANDY HOUSE, INC., before me,

Notary Public 

My commission expires:

YUE ZHANG  
Notary Public, State of New York  
No. 01ZH6135594  
Qualified in New York County  
Commission Expires Oct. 24, 2009

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

UNITED SITE SERVICES, INC.

By: Terry Bellora  
Name: Terry Bellora  
Title: President and CEO

State of New York

County of New York

June 29, 2006

Then personally appeared the above named Terry Bellora, as President and CEO of UNITED SITE SERVICES, INC., and acknowledged the foregoing instrument to be her free act and deed as President and CEO of UNITED SITE SERVICES, INC., before me,

Notary Public Yue Zhang  
My commission expires:

YUE ZHANG  
Notary Public, State of New York  
No. 01ZH6135594  
Qualified in New York County  
Commission Expires Oct. 24, 2009



IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

1-800-TOILETS, INC.

By: Terry Bellora  
Name: Terry Bellora  
Title: President and CEO

State of New York

County of New York

June 29, 2006

Then personally appeared the above named Terry Bellora, as President and CEO of 1-800-TOILETS, INC., and acknowledged the foregoing instrument to be her free act and deed as President and CEO of 1-800-TOILETS, INC., before me,

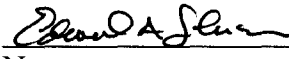
Notary Public Yue Zhang

My commission expires:

YUE ZHANG  
Notary Public, State of New York  
No. 01ZH6135594  
Qualified in New York County  
Commission Expires Oct. 24, 2009

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.


USS MERGERCO, INC.

By:   
Name:  
Title:

State of

County of \_\_\_\_\_, 2006

Then personally appeared the above named \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ USS MERGERCO, INC., and acknowledged the foregoing instrument to be her free act and deed as \_\_\_\_\_ of USS MERGERCO, INC., before me,




Notary Public   
My commission expires:

YUE ZHANG  
Notary Public, State of New York  
No. 01ZH6135594  
Qualified in New York County  
Commission Expires Oct. 24, 2009

TRADEMARKS:

<u>Owner</u>	<u>Mark</u>	<u>Goods &amp; Services</u>	<u>Ser. No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
1-800 Toilets, Inc.	1-800-TOILETS (word)	Referrals in the field of portable toilets	74/303,549	2,053,642	4/15/1997
United Site Services, Inc.	UNITED SITE SERVICES (word)	Rentals of sanitary facilities, namely portable toilets	75/874,898	2,489,123	9/11/2001
Handy House, Inc.	HANDY HOUSE (word)	Rental services for portable restrooms	75/017,022	2,141,748	3/10/1998
1-800 Toilets, Inc.	The color yellow as applied to portable toilets	On-site sanitation devices composed of any combination of the following-- portable toilets	75/134,991	2,270,111	8/17/1999
United Site Services, Inc.	USS oval design with blue/black letters 	Rental of sanitary facilities and potable water supply units	76/561,651	2,954,364	5/24/2005
United Site Services, Inc.	USS oval design with white letters 	Rental of sanitary facilities and potable water supply units	76/561,652	2,954,365	5/24/2005
United Site Services, Inc.	USS banner design (without URL) 	Rental of sanitary facilities and potable water supply units	76/561,657	2,954,366	5/24/2005
United Site Services, Inc.	1-800-TOILETS (standard character)	Rental of sanitary facilities and potable water supply units	76/561,653	2,963,696	6/28/2005

PENDING APPLICATIONS FOR TRADEMARKS:

<u>Owner</u>	<u>Pending Applications</u>				
United Site Services, Inc.	USS banner design (without URL) 	Rental of temporary construction site fencing; rental of construction, office and storage trailers	76/561,655	TBD	TBD
United Site Services, Inc.	UNITED SITE SERVICES (standard character)	Rental of temporary construction site fencing; rental of construction, office and storage trailers	76/561,654	TBD	TBD
United Site Services, Inc.	USS blue and green arrow design with URL 	Rental of temporary construction site fencing; rental of construction, office and storage trailers; installation of electrical power cabling; rental of power-generating equipment; rental of sanitary facilities and potable water supply units.	78/680,259	TBD	TBD
United Site Services, Inc.	1-888-TOILETS (standard character)	Rental of sanitation facilities and potable water supply units	76/589,061	TBD	TBD
United Site Services, Inc.	USS blue and green arrow design with URL & word mark 	Installation, maintenance and repair of electrical, telecommunication, computer and other utility lines, networks and equipment including poles and junction boxes; maintenance and cleaning services, including street sweeping, maintenance, cleaning and pumping of septic tanks and systems, and maintenance, cleaning, and pumping of grease traps; rental of temporary construction site fencing; rental or leasing of telecommunication, computer, electrical and other utility lines, networks and equipment including poles and junction boxes; rental of construction, office and storage trailers; rental of power-generating equipment; rental of sanitary facilities	TBD	TBD	TBD

United Site Services, Inc.	UNITED SITE SERVICES (standard character)	Installation, maintenance and repair of electrical, telecommunication, computer and other utility lines, networks and equipment including poles and junction boxes; maintenance and cleaning services, including street sweeping, maintenance, cleaning and pumping of septic tanks and systems, and maintenance, cleaning, and pumping of grease traps; Rental or leasing of telecommunication, computer, electrical and other utility lines, networks and equipment including poles and junction boxes; Rental of power-generating equipment	TBD	TBD	TBD
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